

# **EXHIBIT 1**

Declaration of  
Stephen Fairfax

# UNITED STATES DISTRICT COURT

# DISTRICT OF NEVADA

SWITCH, LTD.,  
a Nevada limited liability company,

Plaintiff,

VS.

STEPHEN FAIRFAX; MTECHNOLOGY, INC.;  
DOES 1 through 10; and ROE ENTITIES 11  
through 20, inclusive,

## Defendants.

Case No.: 2:17-cv-2651

**DECLARATION OF STEPHEN FAIRFAX  
IN SUPPORT OF OPPOSITION TO  
PLAINTIFF'S MOTION FOR  
PRELIMINARY INJUNCTION**

I, STEPHEN FAIRFAX, declare:

1. I am over 18 years of age and have never been convicted of a crime involving fraud or dishonesty. I have first-hand knowledge of the facts set forth herein, and if called as a witness could and would testify competently thereto.

2. Individually, I am a Defendant in this matter.

3. I am the President of MTech, Inc. ("MTech"), another Defendant in this suit.

4. I make this declaration in my individual capacity and on behalf of  
MTech.

5. I first toured a data center in 1973. I have performed calculations of data center reliability professionally since 1994.

6. MTech is a small company with 6 employees that specializes in calculating the reliability of data centers according to a national standard, IEEE-

1 3006.7, *IEEE Recommended Practice for Determining the Reliability of 7x24*  
2 *Continuous Power Systems in Industrial and Commercial Facilities.*

3       7. Neither MTech nor Mr. Fairfax have ever designed a data center;  
4 MTech does not have the capacity to undertake such a massive, time-intensive  
5 project.

6       8. Furthermore, designing data centers would make no business sense  
7 for MTech, as doing so would put it in competition with its most lucrative  
8 customers.

9       9. In 2011, MTech was asked by eBay Inc. to calculate the reliability of  
10 a data center owned by Plaintiff Switch, Ltd. ("Plaintiff" or "Switch").

11      10. In May 2011, I toured Plaintiff's data center facility as part of the work  
12 requested by eBay on behalf of MTech.

13      11. Prior to touring Plaintiff's facility, MTech entered into a non-disclosure  
14 agreement with Plaintiff. A true and correct copy of this agreement is found at  
15 Doc. No. 1-1 at 28-29.

16      12. MTech was the other party to this agreement, and I signed the  
17 agreement in my capacity as President of MTech.

18      13. During the 2011 eBay engagement, Plaintiff refused to provide any  
19 technical documents to MTech. As a result of this refusal, MTech was unable to  
20 complete the task requested by eBay, which resulted in a loss of income to  
21 MTech.

22      14. During the 2011 tour of Plaintiff's facility, Plaintiff forbade me taking  
23 any notes or photographs of the facility.

24      15. In 2015, MTech entered into another non-disclosure agreement with  
25 Plaintiff because eBay again requested that MTech calculate the reliability of a  
26 different data center. A true and correct copy of this agreement is found at Doc.  
27 No. 1-1 at 36-37.

1       16. MTech was the other party to the 2015 agreement, and I signed the  
2 agreement in my capacity as President of MTech.

3       17. The anticipated tour of Plaintiff's facility in 2015 never occurred.  
4 Plaintiff refused to cooperate with eBay and MTech regarding the tour, and so  
5 eBay issued a stop-work order to MTech. This again result in a loss of income to  
6 MTech.

7       18. MTech was retained in 2013 to perform a fault tree risk analysis on,  
8 and calculate the reliability of, the existing mechanical cooling technology of the  
9 company Inertech, which later became part of Aligned.

10      19. In 2015, Aligned retained MTech to calculate the reliability of the  
11 electrical design of Aligned's planned data center in Plano, Texas.

12      20. Aligned retained MTech to calculate the reliability of its Plano  
13 facility's cooling systems in May 2016.

14      21. The Plano data center finished construction in 2015; Mr. Fairfax  
15 attended the center's launch event on November 19, 2015. This was the first time  
16 Mr. Fairfax or anyone from MTech saw the cooling systems for the Plano data  
17 center.

18      22. Neither MTech nor Mr. Fairfax assisted in the design of any Aligned  
19 data center. Rather, they only provided reliability calculations for Aligned's  
20 technology and its planned data centers.

21      23. MTech and Mr. Fairfax have repeatedly told Switch that they had no  
22 hand in the design of Aligned's data centers.

23      24. At no point have MTech or Mr. Fairfax ever disclosed any information  
24 to Aligned or any other third party that they thought was, or understood to be,  
25 confidential, proprietary, or trade secret information of Switch.

1 Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the  
2 foregoing is true and correct.

3 Executed on: 11/24/2017

4 DocuSigned by:

5   
1587BA014A404E5...

6 Stephen Fairfax  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27